

CONTRACT DOCUMENT INSTRUMENTS

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INSERT

Standard Form of AGREEMENT  
Between OWNER and ARCHITECT  
with Standard Form of Architect's Services  
AIA Document B141-1997

Note: The AIA Document B141-1997 has two parts: *The Standard Form of Agreement Between Owner and Architect* and the *Standard Form of Architect's Services: Design and Contract Administration*.

or for ARCHITECT/ENGINEERING

Standard Form of AGREEMENT  
Between OWNER and ARCHITECT/ENGINEER for Professional Services  
(Funding AGENCY Edition)  
EJCDC No. 1910-1-FA  
(Current Edition)

ADVERTISEMENT FOR CONSTRUCTION BIDS

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Address  
\_\_\_\_\_

Separate sealed BIDs for construction of (briefly describe PROJECT)

will be received by \_\_\_\_\_

at the office of \_\_\_\_\_,

until \_\_\_\_\_ o'clock \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

where and at which time they will be publicly opened and read aloud.

The scope of WORK consists of furnishing and installing the following approximate quantities:

Each BID must be accompanied by a separate envelope containing a BIDDER's Bond in a sum equal to five percent of the full amount of the BID, executed by the BIDDER as principal and by a surety, conditioned that if the principal's BID is accepted and the CONTRACT awarded to the principal, the principal, within ten days after notice of award, shall execute a CONTRACT in accordance with terms of the BID and a CONTRACTOR's BOND as required by law and the regulations and determinations of \_\_\_\_\_.

(OWNER)

The BIDDER must be licensed for the full amount of the BID. No BID may be read or considered if it does not fully comply with these requirements; any deficient BID submitted shall be resealed and returned to the BIDDER immediately.

BIDDERS on this WORK will be required to comply with Executive Orders No. 11246, as amended, 11458, 11518, 11625, 13201, 13202 and 13208. The requirements for BIDDERS and CONTRACTORS under these orders are explained in the SPECIFICATIONS.

Goals and timetables for Minority Utilization shall be included in all Federal and Federally assisted construction CONTRACTs and subcontracts in excess of \$10,000. The goals are applicable to the CONTRACTOR's aggregate on-site construction WORKforce, not merely that part of the WORKforce that is performing WORK on a Federal or Federally assisted CONTRACT or subcontract. The goals and timetables for Women and Minorities are available from the United States Department of Agriculture (USDA).

PLANS and SPECIFICATIONS are on file at \_\_\_\_\_,  
\_\_\_\_\_, North Dakota,  
where they may be seen and examined between the hours of \_\_\_\_\_ A.M. and \_\_\_\_\_ P.M.,

\_\_\_\_\_,  
(DAYS OF THE WEEK OR DATES AVAILABLE) \_\_\_\_\_ (Name of ARCHITECT/ENGINEER)  
of \_\_\_\_\_  
(Address of ARCHITECT/ENGINEER)

will furnish to any prospective BIDDER a copy of such PLANS and SPECIFICATIONS upon receipt of a deposit of \$\_\_\_\_\_ for each set of documents obtained, \$\_\_\_\_\_ refundable to each presenting a bona fide BID and returning the documents so obtained within ten (10) days after the date specified for receipt of BIDs.

The construction of the \_\_\_\_\_  
must be completed not later than \_\_\_\_\_.

All BIDs will be made on the basis of cash payment for such WORK. After BID opening the OWNER will return the BID security of all except the three lowest responsible BIDDERS. When the CONTRACT is awarded, the remaining unsuccessful BIDDER's BOND will be returned. The OWNER reserves the right to reject any or all BIDs or portions thereof, and further reserves the right to award the CONTRACT in the best interests of the OWNER. The OWNER reserves the right to hold the three low BIDs for a period of sixty (60) days after the date of the BID opening to complete financial arrangements.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

/s/ \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_

INSERT

Form RD 400-6

Compliance Statement

### INFORMATION FOR BIDDERS

1. Any references to RHS will mean Rural Housing Service, an AGENCY of the USDA, Rural Development mission area.
2. Any reference to "General Conditions" means *AIA Document A201-1997, General Conditions of the Contract for Construction*, and Attachment to *AIA Document A201-1997, General Conditions of the Contract for Construction*, *RD Instruction 1942-A, Guide 27, Attachment 3*. (Current edition)
3. Any reference to "ARCHITECT/ENGINEER" in these CONTRACT DOCUMENTS is intended to mean "consulting/applicant ARCHITECT or ENGINEER", as applicable.
4. Sealed BIDs will be received by OWNER as specified in the Advertisement for Construction BIDs for performing WORK as set forth in the PLANS and SPECIFICATIONS. At the time and place indicated, the BIDs will be publicly opened and read.
5. All BIDs must be made on the blank form of proposal attached hereto.
6. Each BID must be accompanied by a BIDDER's BOND in a separate envelope in an amount equal to five percent (5%) of the BID. Such BONDS shall be in compliance with Section 48-02-06.2 of the North Dakota Century Code as amended and the corporate SURETY issuing such BONDS will be listed in the current Department of Treasury Circular 570. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the CONTRACT is awarded, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BOND of the successful BIDDER will be retained until the AGREEMENT, Performance BOND and Payment BOND have been executed and approved, after which it will be returned. Signatures of all parties will be notarized.
7. All BIDs must be placed in a sealed envelope upon the outside of which there is disclosed the following information:
  - a. WORK covered by the BID.
  - b. Name of person, firm or corporation submitting the BID and the address and license number.
  - c. A BIDDER's BOND with notarized signatures within a separate envelope attached to the BID envelope.
  - d. A copy of a valid CONTRACTOR's license at the time of bidding or Certificate of Renewal thereof issued shall be enclosed in the required BIDDER's BOND envelope.
  - e. Acknowledgment of receipt of addenda.
8. RD 400-6, Compliance Statement; AD 1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; and Exhibit A-1, Certification for CONTRACTs, Grants and Loans, of FmHA Instruction 1940-Q, Lobbying Restrictions, shall be submitted with the BID. Not including all of the above documents with the BID will make the BID non-responsive.

9. The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT and Performance and Payment BONDS within ten (10) calendar days from the date when the written "Notice of Award" of the CONTRACT is mailed to the BIDDER at the address given by him. If any BIDDER to whom a CONTRACT is awarded fails or refuses to enter into such AGREEMENT when requested to do so, the BOND accompanying his BID shall be retained by the OWNER as liquidated damages for such failure. The BOND shall be delivered to the OWNER and shall be credited by him to the fund from which the consideration for such WORK is payable. The sufficiency of any BOND filed by a BIDDER shall be determined by the governing body at the time it considers the BIDS.
10. Performance and Payment BONDS each in the amount of one hundred percent (100%) of the CONTRACT Price will be required for the faithful performance of the CONTRACT. The BONDS are to be supplied by a corporate SURETY licensed to do business in the State of North Dakota, approved by the OWNER and ARCHITECT/ENGINEER, and listed in the current Department of the Treasury Circular 570. The BIDDER will also state in the proposal the name and address of the SURETY or sureties who will sign the BONDS in case the CONTRACT is awarded to him. A maintenance guarantee for repair of all damages due to improper materials or workmanship for a period of one year after the acceptance of the WORK by the OWNER will also be required. Attorneys-in-Fact who sign BIDDER's BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney. Signatures of all parties will be notarized.
11. The OWNER reserves the right to reject any and all BIDS or portions thereof or accept any BID or portion thereof. If financed, the Rural Housing Service will require approval by its representatives of all CONTRACTs, attachments, and similar documents, all partial and final payments estimates, and all change orders. CONTRACT proposals shall hold firm for sixty (60) days to allow the OWNER to complete its financing arrangements. Mutually agreed upon extensions of time may be made, if necessary.
12. Before the award of the CONTRACT, any BIDDER may be required to furnish evidence satisfactory to the OWNER and to the ARCHITECT/ENGINEER of the necessary facilities, ability and pecuniary resources to fulfill the conditions of the said CONTRACT.
13. BIDDERS must satisfy themselves by personal examination of the location of the proposed WORK, and the PLANS and SPECIFICATIONS, of the accuracy of the estimate of the quantities of the WORK to be done, and shall not at any time after the submission of a BID, dispute such estimate nor assert that there was a misunderstanding in regard to the nature or amount of WORK to be done.
14. The Construction AGREEMENT and the detailed SPECIFICATIONS contain the provisions required for the construction of the PROJECT. No information obtained from any officer, agent, or employee of the OWNER on any such matters shall in any way effect the risk or obligation assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT, except to the extent provided in Paragraph 15 immediately following.
15. If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the DRAWINGS, SPECIFICATIONS, or other CONTRACT DOCUMENTS, or finds discrepancies in or omissions from the DRAWINGS or SPECIFICATIONS, he may submit to the ARCHITECT/ENGINEER a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or

correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the CONTRACT DOCUMENTS. Neither the OWNER nor the ARCHITECT/ENGINEER will be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS.

16. Proposals which are incomplete, unbalanced, conditioned or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, or which do not comply with the Information for BIDDERS, may be rejected at the option of the OWNER.

Proposals may be issued for PROJECTs in combination and/or separately, so that BIDs may be submitted either on the combinations or on separate units of the combinations. The OWNER reserves the right to make awards on combination BIDs, separate BIDs or any portion of a bid to the best advantage of the OWNER.

Proposals will not be considered if the BIDDER adds provisions reserving the right to accept or reject an award or enter into a CONTRACT pursuant to an award.

17. A BIDDER may withdraw any proposal he has submitted at any time prior to the hour set for the opening of the BIDs, provided the request for withdrawal is signed in a manner identical to the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for the opening of the BIDs.
18. Any addenda issued during the time of bidding, or forming a part of the CONTRACT DOCUMENTS loaned to the BIDDER for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the CONTRACT. Receipt of each Addendum shall be acknowledged in the proposal and on the outside of the BID envelope.
19. No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same WORK, unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a BIDDER, or who has quoted prices on materials to a BIDDER, is not hereby disqualified from submitting a sub-proposal or quoting prices to other BIDDERS.
20. The successful CONTRACTOR shall file with the OWNER prior to award of the CONTRACT(s) a current statement of income tax clearance from the North Dakota Tax Department in accordance with Section 43-07-11.1 North Dakota Century Code as amended.
21. Computation of quantities that will be the basis for payment estimates, both monthly and final, will be made by the ARCHITECT/ENGINEER.
22. The successful BIDDER(s) will be required to comply with U.S. Department of Agriculture regulation 7 CFR, Part 3017 and FmHA Instruction 1940-M, GOVERNMENT wide Debarment and Suspension (Nonprocurement) and Requirements For Drug-Free WORK Place.
23. The OWNER within ten (10) days of receipt of acceptable Performance BOND, Payment BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may by written notice withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

24. The Notice to Proceed shall be issued within thirty (30) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual AGREEMENT between the OWNER and CONTRACTOR. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

OWNER: \_\_\_\_\_

BY: \_\_\_\_\_

Title: \_\_\_\_\_

BIDDER'S PROPOSAL

Place: \_\_\_\_\_

Date: \_\_\_\_\_

1. In compliance with your Advertisement for BIDs and subject to all the conditions thereof, the undersigned \_\_\_\_\_ hereby proposes to furnish and do everything required by the CONTRACT DOCUMENTS to which this refers for the construction of all items listed at the prices shown for each BID item on the following BID SCHEDULE. (The BID SCHEDULE attached lists the various divisions of construction contemplated in the PLANS and SPECIFICATIONS, together with an estimate of the units of each. With these units as the basis, the BIDDER will extend such item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the BIDs are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct.) The receipt of Addenda \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged.
2. BIDDER hereby agrees to commence WORK under this CONTRACT on or before a date to be specified in the Notice to Proceed and to fully complete the PROJECT no later than \_\_\_\_\_. BIDDER further agrees to pay as liquidated damages the sum of \$\_\_\_\_\_ for each consecutive calendar day thereafter as provided in the General Conditions.
3. The undersigned BIDDER does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same WORK, and that it is made in pursuance of and subject to all the terms and conditions of the CONTRACT DOCUMENTS including but not limited to the Information for BIDDERS, the Construction AGREEMENT, the Detailed SPECIFICATIONS, and the PLANS pertaining to the WORK to be done, all of which have been examined by the undersigned.
4. Accompanying this proposal is a BIDDER's BOND payable to the OWNER in the amount of five percent (5%) of this BID, in accordance with the Information for BIDDERS.
5. The undersigned BIDDER agrees to execute the AGREEMENT and Performance and Payment BONDS each in the amount of one hundred percent (100%) of the total of this BID within ten (10) calendar days from the date when the written notice of the award of the CONTRACT is delivered to him at the address given on this proposal. The name and address of the corporate SURETY with which the BIDDER proposes to furnish the specified Performance and Payment BONDS is as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. The undersigned BIDDER agrees to abide by the requirements of Executive Order No. 11246 as amended. The BIDDER shall complete Form RD 400-6, Compliance Statement, as a bidding requirement and execute the Equal Opportunity Clause as part of the CONTRACT.

INSERT

Bid Schedule

7. Form AD 1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, and Exhibit A-1, Certification for CONTRACTs, Grants and Loans, of FmHA Instruction 1940-Q, Lobbying Certification, shall be submitted with the BID. Not including these forms with the BID will make the BID non-responsive.
8. All various phases of WORK enumerated in the Detailed SPECIFICATIONS and DRAWINGS with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed in the BID SCHEDULE, irrespective of whether it is named in said list.
9. Payment for WORK performed will be in accordance with the BID SCHEDULE, subject to changes as provided for in the Construction CONTRACT.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
(Corporate Secretary)

oOo

INSERT

FmHA Instruction 1942-A  
Guide 19, Attachment 7

Notice of Award

INSERT

Form AD-1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier  
Covered Transactions

INSERT

FmHA Instruction 1940-Q  
Exhibit A-1

Certifications for CONTRACTs, Grants and Loans  
(Restrictions on Lobbying)

INSERT

*AIA Document A101-1997*  
*Standard Form of AGREEMENT Between OWNER and CONTRACTOR*  
and  
Attachment to *AIA Document A101-1997*  
*Standard Form of AGREEMENT Between OWNER and CONTRACTOR*,  
RD Instruction 1942-A, Guide 27, Attachment 3  
(Current Edition)

INSERT

*AIA Document A201-1997*  
*General Conditions of the*  
*CONTRACT for Construction*  
and

Attachment to  
*AIA Document A201-1997*  
*General Conditions of the*  
*CONTRACT for Construction*  
RD Instruction 1942-A, Guide 27, Attachment 4  
(Current Edition)

NORTH DAKOTA  
RURAL HOUSING SERVICE

SUPPLEMENTAL GENERAL CONDITIONS  
RURAL HOUSING SERVICE SUPPLEMENTAL GENERAL CONDITIONS WILL BE ATTACHED  
TO AND MADE A PART OF THE CONTRACT DOCUMENTS.

The provisions of the Rural Housing Service Supplemental General Conditions as described herein change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of this CONTRACT. All provisions of the General Conditions which are not changed, amended, or supplemented, remain in full force.

1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246): Separate Goals and Timetables for Women and Minorities have been established and are available from the United States Department of Agriculture (USDA). Executive Order 11246 is included as Attachment No. 3.
2. The OWNER reserves the right to negotiate with the lowest responsive BIDDER in the event that the low BID exceeds the amount budgeted for this CONTRACT. Such negotiations, if the OWNER elects to negotiate rather than reject all proposals, shall be directly between the OWNER and such BIDDER. The OWNER and such BIDDER shall review the CONTRACT DOCUMENTS, and the OWNER may provide such additional information as it deems appropriate to provide. The BIDDER may elect not to submit a revised BID, and the OWNER may reject any such revised BID. Such revised BID, if any, shall be submitted within thirty (30) days from the date of the initial BID opening.
3. EQUAL OPPORTUNITY CLAUSE:
  - a. The CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Rural Housing Service setting forth the provisions of this equal opportunity clause.
  - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
  - c. The CONTRACTOR will send to each labor union or representative of WORKERS with which he has a collective bargaining AGREEMENT or other CONTRACT of understanding, a notice, to be provided by the Rural Housing Service, advising the said labor union or WORKERS' representative of the CONTRACTOR's commitments under this AGREEMENT as required pursuant to Section 202 (3) of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The CONTRACTOR will comply with all provisions of such Executive Order and all relevant rules, regulations, and orders of the Secretary of Labor and any prior authority which remains in effect.
  - e. The CONTRACTOR will furnish all information and reports required by such Executive Order, and rules, regulations, and orders issued pursuant thereto, and will permit access to his books, records, and accounts by the Rural Housing Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - f. In the event of the CONTRACTOR'S noncompliance with the equal opportunity clause of this CONTRACT or with any of the said rules, regulations, or orders, this CONTRACT may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further GOVERNMENT CONTRACTS or Federally assisted construction CONTRACTS in accordance with procedures authorized in such Executive Order and such other sanctions may be imposed and remedies invoked as provided in such Executive Order or by such rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
  - g. The CONTRACTOR will include the provisions of paragraph (a) through (f) in every subcontract or purchase order, unless exempted by such rules, regulations, or orders of the Secretary of Labor so that such provisions will be binding upon each such SUBCONTRACTOR or vendor. The CONTRACTOR will take such action as the Rural Housing Service may direct as means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a SUBCONTRACTOR or vendor as a result of such direction by the Rural Housing Service, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
  - h. It is the policy of the Rural Housing Service to promote the utilization of minority owned businesses, including A & E firms, CONTRACTORS, SUBCONTRACTORS and suppliers on Rural Housing Service assisted PROJECTS.
  - i. Each CONTRACTOR shall be required to have an affirmative action plan which declares that it does not discriminate on the basis of race, color, religion, creed, national origin, sex, or age and which specifies goals and target dates to assure the implementation of that plan. The OWNER shall establish procedures to assure compliance with this requirement by CONTRACTORS and to assure that suspected or reported violations are promptly investigated.
4. If this CONTRACT exceeds \$10,000, the CONTRACTOR is subject to the provisions of the equal opportunity requirements set forth below and the CONTRACTOR shall submit with his BID a completed and executed Form RD 400-6, Compliance Statement, a copy of which is included in the CONTRACT DOCUMENTS; further, if the CONTRACTOR has one hundred (100) or more employees, he shall file Standard Form 100, Employer Information Report, with the Joint Reporting Committee, P.O. Box 12, Springfield, Virginia 22150, within thirty (30) days after the CONTRACT award and annually on or before March 31 thereafter during the life of the CONTRACT. If the CONTRACT exceeds \$50,000 and the CONTRACTOR has fifty (50) or more employees, he will develop and place on file within one hundred twenty (120) days of the CONTRACT award a written affirmative action compliance program using Form AD-425B, CONTRACTOR'S Affirmative Action Plan for Equal Employment Opportunity, as a guideline.
5. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this CONTRACT or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this CONTRACT if made with a corporation for its general benefit.

6. DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS: In the event of an Archaeological find during any phase of construction, the following procedure will be followed:
- a. Construction shall be halted, with as little disruption to the Archaeological site as possible.
  - b. The CONTRACTOR shall notify the OWNER who shall contact the State Historic Preservation Officer.
  - c. The State Historic Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.
  - d. The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting Archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an Archaeological find.

In the event archeological/historical data are evaluated to meet National Register criteria, Rural Housing Service will notify the State Historic Preservation Officer/Advisory Council on Historic Preservation and ask them to comment.

7. PERFORMANCE AND PAYMENT BONDS: The CONTRACTOR shall within ten (10) days after the mailing of the Notice of Award and before the commencement of any operations hereunder execute the CONTRACT and furnish the OWNER with performance and payment BONDS each in a penal sum equal to the amount of the CONTRACT price, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and AGREEMENTS of this CONTRACT, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by this CONTRACT. The BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State of North Dakota, acceptable to the OWNER, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in Circular 570 by the Financial Management Service, SURETY Bond Branch, U. S. Department of the Treasury. The expense of the BONDS shall be borne by the CONTRACTOR. If at any time a SURETY on the BONDS becomes irresponsible or loses its right to do business in the State of North Dakota, the OWNER may require another SURETY which the CONTRACTOR shall furnish within ten (10) days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate SURETY must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the BONDS. The forms of the BONDS shall be subject to approval by the OWNER.
8. All claims, counter-claims, disputes and other matters in question between OWNER and the CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction.
- a. The arbitration provisions of this section may be initiated by either party to this CONTRACT by filing with the other party and the ARCHITECT/ENGINEER a WRITTEN REQUEST for arbitration.

- b. Each party to this CONTRACT will appoint one arbitrator; the two arbitrators will select a third arbitrator.
  - c. The arbitrators will select a hearing location as close to the OWNER's locale as possible.
  - d. The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.
9. PARTIAL PAYMENT ESTIMATES: Form RD 1942-18, Partial Payment Estimate, or similar form approved by Rural Housing Service shall be used when estimating periodic payments due the CONTRACTOR.
- a. The time periods for the payment cycle established in 14.02 A, B and C of the General Conditions will be discussed and agreed to at the Preconstruction Conference prior to the start of construction.
  - b. The OWNER may, after consultation with the ARCHITECT/ENGINEER, withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:
    - 1. Defective WORK not remedied.
    - 2. Claims filed or reasonable evidence indicating probable filing of claims.
    - 3. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or suppliers.
    - 4. A reasonable doubt that the WORK can be completed for the balance then unpaid.
    - 5. Damage to another CONTRACTOR.
    - 6. Performance of WORK in violation of the terms of the CONTRACT DOCUMENTS.
  - c. Where WORK on unit price items is substantially complete but lacks clean-up and/or corrections ordered by the ARCHITECT/ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.
  - d. When the above grounds are cured, payment shall be made for amounts withheld because of them.
  - e. Payments will not be made that would deplete the retainage nor place in escrow any funds that are required for retainage nor invest the retainage for the benefit of the CONTRACTOR.
  - f. Payment of the CONTRACT price shall be made only on warrants (checks) drawn on the Construction Account of the \_\_\_\_\_.  
The OWNER assumes and incurs no general liability for any payment thereunder.
10. PROTECTION OF LIVES AND PROPERTY: In order to protect the lives and health of his employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions

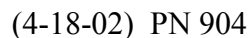
of the Occupational Safety and Health Administration (OSHA); "Manual of Accident Prevention in Construction" issued by the Associated General CONTRACTORS of America, Inc.; any State

Safety and Health AGENCY requirements; and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from WORK, arising out of and in the course of employment or WORK under the CONTRACT.

11. OCCUPATIONAL SAFETY AND HEALTH: This CONTRACT is subject to the provisions of the following:
  - a. William-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
  - b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
  - c. Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.
  - d. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
12. RIGHT OF OCCUPANCY: The OWNER shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the WORK, if such use be approved by the ARCHITECT/ENGINEER even if the time for completing the entire WORK on such portions of the WORK has not expired and even if the WORK has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the WORK. The OWNER shall not have the right of such possession and use if it materially interferes with the CONTRACTOR's operations. The OWNER shall also have the right to enter the premises for the purpose of doing WORK not covered by its CONTRACT with the CONTRACTOR.
13. PROJECT SIGNS: The CONTRACTOR shall erect signs as directed on the PROJECT at locations specified by the ARCHITECT/ENGINEER, when construction begins, in general accordance with the following:
  - a. The signs shall be constructed of 3/4 inch exterior plywood (A-B Grade), or other approved materials, painted with blue letters on white background, and maintained in good condition until completion of the PROJECT. The outside dimensions of the sign shall be 4'0" vertical by 8'0" horizontal and be supported by and bolted to two (2) 4"x4" posts with the bottom of the sign at a point about four (4) feet above the ground line.
  - b. The signs shall be completed as per Attachments No. 1 and 2 to this CONTRACT.
  - c. The Cost of these signs is incidental to the CONTRACT Price. These signs shall remain the property of the OWNER.

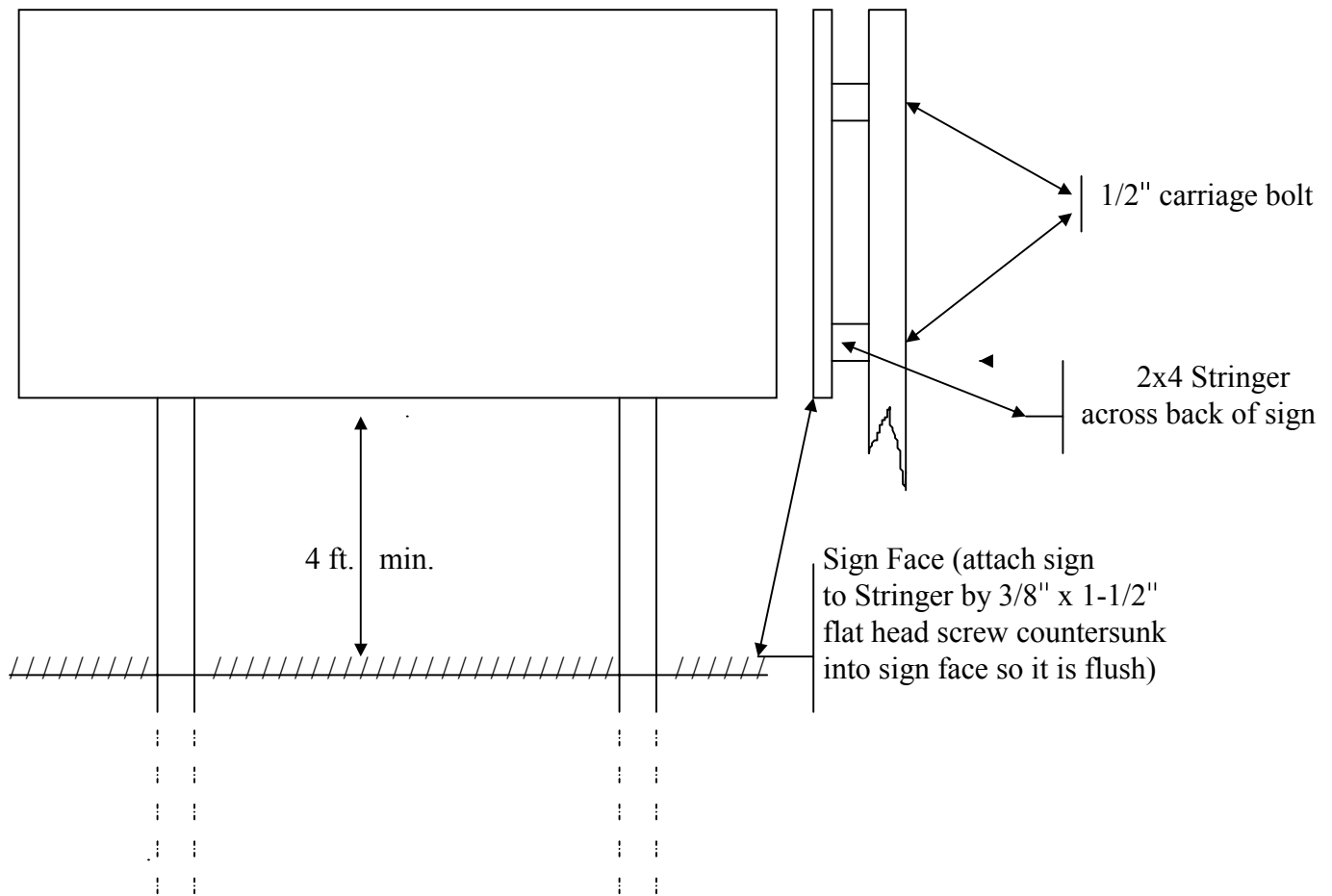
oOo

## WHITE BACKGROUND



Attachment No. 2

**TYPICAL CONSTRUCTION SIGN DETAIL**



NOTE: All bolts, nuts, washers, and screws shall be rust resistant.  
All painting on signs shall be commercial outside paint.  
All holes to be predrilled before painting.

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## Attachment No. 3

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African Racial Groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be

Attachment No. 3 (Continued), Page 2

in accordance with that Plan for those trades which have unions participating in the Plan.

Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan Goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

Attachment No. 3 (Continued), Page 3

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process had impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any jobsite. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

Attachment No. 3 (Continued), Page 4

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
  - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classification, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a
- (4-18-02) PN 904

Attachment No. 3 (Continued), Page 5

member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized.
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we (1) \_\_\_\_\_ of \_\_\_\_\_, a (2) \_\_\_\_\_, hereinafter called PRINCIPAL, and (3) \_\_\_\_\_, hereinafter called SURETY, are held and firmly bound unto the United States of America, as trustee for (4) \_\_\_\_\_, hereinafter called OWNER, in the total aggregate penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) in lawful money of the United States to be paid in (5) \_\_\_\_\_ County, North Dakota, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the PRINCIPAL entered into a certain CONTRACT with (6) \_\_\_\_\_ which is dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties and all the undertakings, covenants, terms, conditions, and AGREEMENTS of said CONTRACT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such CONTRACT, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the liability of the PRINCIPAL and SURETY hereunder to the GOVERNMENT shall be subject to the same limitations and defenses as may be available to them against a claim hereunder by the OWNER, provided however, that the GOVERNMENT may, at its option, perform any obligations of the OWNER required by the CONTRACT.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than twenty (20) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(7) \_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
(Name)

BY: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

AND BY: \_\_\_\_\_  
Countersignature of North Dakota  
Resident Agent

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ appeared before me \_\_\_\_\_  
\_\_\_\_\_, to me known to be the \_\_\_\_\_  
of (8) \_\_\_\_\_, known to me to be the Attorney-in-fact  
for (9) \_\_\_\_\_, and \_\_\_\_\_,  
known to me to be the North Dakota Resident Agent for (10) \_\_\_\_\_;  
and each of them swore that s/he signed the within instrument as his/her free and voluntary act, for the  
purposes therein stated.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**IMPORTANT:** SURETY Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the State where the PROJECT is located.

NOTICE TO CORPORATE SURETIES: This BOND will not be accepted unless executed by an attorney-in-fact whose name and address must be noted in the space hereinafter provided.

Full Name of SURETY Company \_\_\_\_\_  
Home Office Address \_\_\_\_\_  
Name of Attorney-in-Fact \_\_\_\_\_  
Name of Local AGENCY \_\_\_\_\_  
Address of Local AGENCY \_\_\_\_\_

A copy of the Power of Attorney of the Attorney-in-Fact showing that it remains in force as of the date of the BOND must be attached to the BOND.

IF REQUIRED: The BOND shall be countersigned by a North Dakota Resident Agent of the SURETY Company.

.....  
NOTE: Date of BOND must not be prior to the date of CONTRACT.

- (1) Correct Name of CONTRACTOR
- (2) A Corporation, a Partnership or an Individual as case may be
- (3) Correct Name of SURETY
- (4) Correct Name of OWNER
- (5) County
- (6) OWNER
- (7) If CONTRACTOR is Partnership, all partners should execute BOND
- (8) Name of Contractor - a separate Notary may be used for each party to the Bond
- (9) Name of Surety - a separate Notary may be used for each party to the Bond
- (10) Name of North Dakota Resident Agent for Surety - a separate Notary may be used for each party to the Bond

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PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we (1) \_\_\_\_\_ of \_\_\_\_\_, a (2) \_\_\_\_\_, hereinafter called PRINCIPAL, and (3) \_\_\_\_\_ of \_\_\_\_\_, hereinafter called SURETY, are held and firmly bound unto the United States of America, as Trustee for (4) \_\_\_\_\_, hereinafter called OWNER, and unto all persons, firms and corporations who or which may furnish labor or who may furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) in lawful money of the United States to be paid in (5) \_\_\_\_\_ County, North Dakota, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the PRINCIPAL entered into a certain CONTRACT with (6) \_\_\_\_\_ which is dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made a part hereof, for the construction of:

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct CONTRACT with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this CONTRACT or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct CONTRACT with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the WORK or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the WORK or labor was done or performed. Such notice shall be served in any manner in which legal process may be served in the state in which the aforesaid PROJECT is located, save that such service need not be made by a public officer; (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased WORK on said CONTRACT, it being understood, however, that

if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than twenty (20) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the CONTRACT or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(7) \_\_\_\_\_  
PRINCIPAL SURETY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
(Name) (Name)

\_\_\_\_\_  
TITLE Attorney-in-fact

\_\_\_\_\_  
ADDRESS ADDRESS

AND BY: \_\_\_\_\_  
Countersignature of North Dakota  
Resident Agent

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ appeared before me \_\_\_\_\_  
\_\_\_\_\_, to me known to be the \_\_\_\_\_  
of (8) \_\_\_\_\_, known  
to me to be the Attorney-in-fact for (9) \_\_\_\_\_,  
and \_\_\_\_\_, known to me to be the North Dakota Resident Agent for  
(10) \_\_\_\_\_; and each of them swore that s/he signed the  
within instrument as his/her free and voluntary act, for the purposes therein stated.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**IMPORTANT:** SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in the State where the PROJECT is located.

**NOTICE TO CORPORATE SURETIES:** This BOND will not be accepted unless executed by an attorney-in-fact whose name and address must be noted in the space hereinafter provided.

Full Name of SURETY Company \_\_\_\_\_  
Home Office Address \_\_\_\_\_  
Name of Attorney-in-Fact \_\_\_\_\_  
Name of Local AGENCY \_\_\_\_\_  
Address of Local AGENCY \_\_\_\_\_

A copy of the Power of Attorney of the Attorney-in-Fact showing that it remains in force as of the date of the BOND must be attached to the BOND.

IF REQUIRED: The BOND shall be countersigned by a North Dakota Resident Agent of the SURETY Company.

.....  
NOTE: Date of BOND must not be prior to the date of CONTRACT

- (1) Correct Name of CONTRACTOR
- (2) A Corporation, a Partnership or an Individual as case may be
- (3) Correct Name of SURETY
- (4) Correct Name of OWNER
- (5) County
- (6) OWNER
- (7) If CONTRACTOR is Partnership, all partners should execute BOND
- (8) Name of Contractor - a separate Notary may be used for each party to the Bond
- (9) Name of Surety - a separate Notary may be used for each party to the Bond
- (10) Name of North Dakota Resident Agent for Surety - a separate Notary may be used for each party to the Bond

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## CERTIFICATE OF INSURANCE

Name and Address of Agency	COMPANIES AFFORDING COVERAGES
	Company Letter <b>A</b>
Name and Address of Insured	Company Letter <b>B</b>
	Company Letter <b>C</b>
Name and Address of Certificate Holder	Company Letter <b>D</b>
	Company Letter <b>E</b>

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS IN THOUSANDS	
<b>GENERAL LIABILITY</b>				General Aggregate	\$
<input type="checkbox"/> Commercial General Liability				Products-Comp/Op AGG.	\$
<input type="checkbox"/> <input type="checkbox"/> Claims Made <input type="checkbox"/> occur				Personal & Adv. Injury	\$
<input type="checkbox"/> Owner's & Contractor's Prot.				Each Occurrence	\$
<input type="checkbox"/> _____				Fire Damage (Any one fire)	\$
				Med.Exp. (any one person)	\$
<b>AUTOMOBILE LIABILITY</b>				Combined Single Limit	\$
<input type="checkbox"/> Any Auto				Bodily Injury (Per Person)	\$
<input type="checkbox"/> All Owned Autos				Bodily Injury (Per Accident)	\$
<input type="checkbox"/> Scheduled Autos				Property Damage	\$
<input type="checkbox"/> Hired Autos					
<input type="checkbox"/> Non-Owned Autos					
<input type="checkbox"/> Garage Liability					
<b>EXCESS LIABILITY</b>				Each Occurrence	\$
<input type="checkbox"/> Umbrella Form				Aggregate	\$
<input type="checkbox"/> Other Than Umbrella Form					
<b>OTHER</b>				List Additional Insureds Under Commercial General	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company shall mail a written notice 15 days prior to cancellation date to the above named certificate holder.					

DATE ISSUED: \_\_\_\_\_

\_\_\_\_\_  
North Dakota Instruction 1942-A

INSERT

Acknowledgment of PRINCIPAL

Power of Attorney

Liability Insurance

See Article 11, Insurance and Bonds, 11.1.4 of  
*AIA Document A201/SC-1990,*  
*Federal Supplementary Conditions of the Contract for Construction*  
*and*  
*Attachment to:*  
*AIA Document A201/SC-1990,*  
*Federal Supplementary Conditions of the Contract for Construction*  
RD Instruction 1942-A, Guide 27, Attachment 5

Current WORKers Compensation Certificate of Premium Paid

CONTRACTOR's Certificate of North Dakota Income and Sales Tax Clearance

INSERT

*AIA Document A201/SC-1990,  
Federal Supplementary Conditions of the  
Contract for Construction*

and

*Attachment to  
AIA Document A201/SC-1990,  
Federal Supplementary Conditions of the  
Contract for Construction,  
RD Instruction 1942-A  
Guide 27  
Attachment 5.*

Certificate of Owner's Attorney.

I, the undersigned \_\_\_\_\_, the duly authorized and acting  
legal representative of \_\_\_\_\_, do  
hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature

INSERT

FmHA Instruction 1942-A  
Guide 19, Attachment B

Notice to Proceed